

BEFORE THE  
POSTAL REGULATORY COMMISSION  
WASHINGTON, D.C. 20268-0001

COMPETITIVE PRODUCT PRICES  
GLOBAL PLUS 1C CONTRACTS (MC2012-6)  
NEGOTIATED SERVICE AGREEMENT

Docket No.  
CP2015-70

**MOTION OF THE UNITED STATES POSTAL SERVICE FOR TEMPORARY RELIEF  
AND NOTICE OF THE UNITED STATES POSTAL SERVICE OF FILING  
MODIFICATION TWO TO A GLOBAL PLUS 1C CONTRACT  
NEGOTIATED SERVICE AGREEMENT**

(June 23, 2016)

The agreement that is the subject of this docket is scheduled to expire on June 30, 2016.<sup>1</sup> A signed renewal agreement, which is intended to go into effect, if possible, on July 1, 2016, was filed with the Commission in Docket CP2016-215 on June 17, 2016.<sup>2</sup> The possibility exists that the agreement that is the subject of this docket might expire before the successor agreement filed in Docket No. CP2016-215 goes into effect.

The Postal Service and the customer have signed a Modification Two, which states that the agreement that is the subject of this docket will expire on the sooner of (1) June 30, 2016, if the Commission completes its review of the successor agreement filed in Docket No. CP2016-215 by June 30, 2016; or (2) the business day after the Commission completes its review of the successor agreement.<sup>3</sup>

<sup>1</sup> PRC Order No. 3293, Order Approving Modification One to Global Plus 1C Negotiated Service Agreement, Docket No. CP2015-70, May 16, 2016.

<sup>2</sup> Notice of the United States Postal Service Filing of a Functionally Equivalent Global Plus 1C Negotiated Service Agreement and Application for Non-Public Treatment of Materials Filed Under Seal, Docket No. CP2016-215, June 17, 2016, at 3.

<sup>3</sup> A redacted version of Modification Two is filed publicly as Attachment 1, while the unredacted version of the modification is filed under seal. With respect to the nonpublic version of the modification that is filed under seal, the Postal Service hereby incorporates its Application for Non-Public Treatment filed in conjunction with its notice dated May 15, 2015, in this docket. Notice of the United States Postal Service

In the meantime, however, the Postal Service requests that the Commission approve a brief extension of the agreement that is the subject of this docket, to maintain continuity of pricing and other terms and conditions of the agreement. The Postal Service requests that the Commission continue to list the agreement that is the subject of this docket on the Mail Classification Schedule until the sooner of (1) June 30, 2016, if the Commission completes its review of the successor agreement filed in Docket No. CP2016-215 by June 30, 2016; or (2) the business day after the Commission completes its review of the successor agreement, thereby replacing the earlier potential termination date that the Postal Service filed in this docket.

Respectfully submitted,

UNITED STATES POSTAL SERVICE

By its attorneys:

Anthony Alverno  
Chief Counsel  
Global Business and Service Development  
Corporate and Postal Business Law Section

Christopher C. Meyerson  
Kyle Coppin  
Attorneys

475 L'Enfant Plaza, S.W.  
Washington, D.C. 20260-1137  
(202) 268-2368; Fax -5628  
Kyle.R.Coppin@usps.gov  
June 23, 2016

**MODIFICATION TWO TO THE  
GLOBAL PLUS 1 SERVICE AGREEMENT BETWEEN  
THE UNITED STATES POSTAL SERVICE AND**

This Modification amends the Global Customized Mail Agreement ("Agreement") between [REDACTED] ("Mailer") with offices at [REDACTED], and the United States Postal Service ("USPS"), an independent establishment of the Executive Branch of the United States Government, with offices at 475 L'Enfant Plaza SW, Washington, DC 20260-9998, signed by the Mailer on May 7, 2015, and signed by the USPS on May 12, 2015, and as amended by Modification One signed by the Mailer on May 10, 2016, and signed by the USPS on May 12, 2016. The Mailer and the USPS may be referred to individually as a "Party" and together as the "Parties."

The purpose of this Modification is to change the wording of Article 12 Term of the Agreement.

Article 12 Term of the Agreement shall now read as follows:

**ARTICLE 12. TERM OF THE AGREEMENT**

The USPS will notify the Mailer of the Effective Date of the Agreement as soon as possible, but no later than thirty (30) days, after receiving the approval of the entities that have oversight responsibilities for the USPS. The Agreement will remain in effect until the sooner of

(a) 11:59 p.m. on the business day after the Postal Regulatory Commission concludes its review of the successor agreement filed in Docket No. CP2016-215, or

(b) 11:59 p.m. on June 30, 2016, if the Postal Regulatory Commission concludes its review of the successor agreement filed in Docket No. CP2016-215 by June 30, 2016,

unless the Agreement is terminated sooner pursuant to Article 13 or Article 14.

All other terms and conditions of the Agreement shall remain in force.

The Parties acknowledge and understand that all obligations of the USPS under this Modification shall be contingent on the USPS receiving approvals hereinafter ("Conditions Precedent") from one or more internal and external bodies that have oversight responsibilities. Conditions Precedent may include, but are not limited to: approvals or, if applicable, non-objection, from responsible USPS management officials, the USPS Board of Governors, the USPS Governors, the Postal Regulatory Commission, and/or any other governmental body with oversight responsibility for the USPS. The Parties acknowledge that this Modification may not be approved by such individuals or bodies. Until such time that all Conditions Precedent are fulfilled that are necessary to allow the Postal Service to provide the products or services contemplated under this Modification, no obligation shall exist for the USPS and no benefit shall inure to either Party. In the event that the Conditions Precedent are not fulfilled, the USPS shall have no liability, which shall include no obligation to pay costs associated with any action taken by the Mailer prior to the Effective Date of the Modification. Further, in the event of termination of the Agreement or the failure of any Condition Precedent, the USPS shall not be held liable for any damages including, without limitation, actual; special; indirect; incidental; punitive; consequential; or any other damages, which shall include but not be limited to damages for loss of business profits; business interruption; any other loss; and/or for costs incurred by either Party attributable to such non-approval such as attorney's fees.

The Mailer acknowledges that as part of securing approval of this Modification, and in other subsequent regulatory filings, the Modification and supporting documentation will be filed with the Postal Regulatory Commission ("Commission") in a docketed proceeding (CP2015-70). The Mailer authorizes the USPS to determine the scope of information that must be made publicly available in any Commission docketed proceeding in which information related to this Modification must be filed. The Mailer further understands that any unredacted portion of the Modification or supporting information will be available on the Commission's public website, <http://www.prc.gov>. In addition, the USPS may be required to file information in connection with this instrument (including revenue, cost or volume data) in other Commission dockets, including the Commission docket number for the Annual Compliance Report (ACR) for the USPS fiscal year(s) in which the Agreement is in effect. Each ACR docket number has a distinct

docket number, such as ACR201#, in which ACR201# signifies the USPS fiscal year to which the ACR pertains. The Mailer has the right, in accordance with the Commission's rules, to address its confidentiality concerns directly with the Commission. The procedure for making an application to the Commission for non-public treatment of materials believed to be protected from disclosure is found at Title 39, Code of Federal Regulations, Section 3007.22 found on the Commission's website, <http://www.prc.gov/Docs/63/63467/Order225.pdf>.

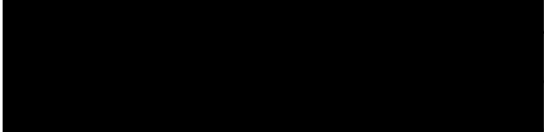
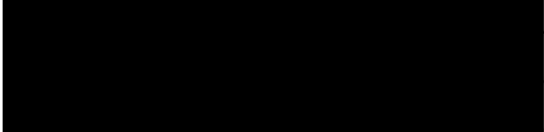
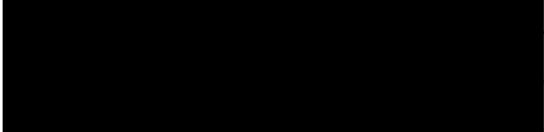
The Parties may execute this Modification in one or more counterparts (including by facsimile or by electronic means such as pdf format). Not all Parties need be signatories to the same document. All counterpart signed documents shall be deemed an original and one instrument.

In witness whereof, this Modification is deemed executed on the latter of the two dates accompanying the Parties' signatures.

**ON BEHALF OF THE UNITED STATES POSTAL SERVICE:**

Signature: Frank A. Cebello  
Name: Frank A. Cebello  
Title: Director, International Sales  
Date: 6/22/16

**ON BEHALF OF**

Signature:   
Name:   
Title:   
Date: June 21, 2016

**Confidential**

USPS  00/2016

Modification Two Page 2 of 2